

Exhibit H

Complaint/Sea. Ord. 126075, May 6, 2020

Court: W.D. Wash. Case No. _____

Pacific Legal Foundation
255 South King Street, Suite 800
Seattle, WA 98104 - 425.576.0484

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CITY OF SEATTLE
ORDINANCE 126075
COUNCIL BILL 119784

AN ORDINANCE relating to termination of residential rental tenancies; providing a defense to evictions occurring within six months after the termination of the Mayor's residential eviction moratorium as amended by Resolution 31938; amending Section 22.206.160 of the Seattle Municipal Code; declaring an emergency; and establishing an immediate effective date; all by a 3/4 vote of the City Council.

WHEREAS, the coronavirus disease 19 (COVID-19) outbreak was declared a pandemic by the World Health Organization on March 11, 2020; and

WHEREAS, self-distancing (keep 6 feet of distance between individuals) has been recommended to deter the spread of the virus; and

WHEREAS, the Governor of Washington has declared a state of emergency, prohibited gatherings of 50 or more people, and closed K-12 schools statewide in an effort to slow transmission and contraction of the disease; and

WHEREAS, such a ban in conjunction with self-distancing means cancellations of large events and a decrease in the number of people patronizing places of business, resulting in reduced work and loss of income for workers in multiple industries, including the service and entertainment industries; and

WHEREAS, a decrease in income can result in financial instability and uncertainty about how to allocate resources to continuing expenses, including rent; and

WHEREAS, the economic disruptions caused by COVID-19 will increase the likelihood of tenants facing eviction; and

WHEREAS, evictions can often result in homelessness given the rental housing market in Seattle; and

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1 WHEREAS, people experiencing homelessness are at risk of transmitting and contracting
2 COVID-19 because of the nature of close quarters in encampments and shelters, and do
3 not have consistent access to locations for handwashing or other hygiene facilities; and
4 WHEREAS, the City has a heightened interest in preventing more individuals and families from
5 becoming homeless to avoid the increased risk of transmission and spread of COVID-19;
6 and
7 WHEREAS, The City of Seattle provides residential tenants defenses to eviction through the
8 City's Just Cause Eviction Ordinance; and
9 WHEREAS, the Mayor issued an emergency order creating a moratorium on residential
10 evictions that could last through the end of the civil emergency; and
11 WHEREAS, the Governor has issued an eviction moratorium until June 4, which could be
12 extended further; and
13 WHEREAS, the Council recognizes that economic impacts from the COVID-19 emergency are
14 likely to last much longer than the civil emergency itself; and
15 WHEREAS, the Council intends that upon a tenant's successful assertion of a defense to
16 eviction, a court will prohibit the award of attorneys' fees to a landlord, regardless of
17 whether the court finds that the landlord or tenant is the prevailing party; and
18 WHEREAS, on March 24, the National Multifamily Housing Council recommended, and some
19 landlords have adopted, a plan to support tenants by halting evictions for 90 days,
20 offering lease renewals without a rent increase, creating payment plans for overdue rent,
21 and waiving late fees; and
22 WHEREAS, the Council recognizes the impact of eviction prevention measures on small
23 landlords and intends to assess the continuing need for such protections on a weekly

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basis, in conjunction with consideration of the weekly reports requested from the Mayor
 in Section 5 of Resolution 31937, which modified the Mayor's Proclamation of Civil
 Emergency, beginning March 20, 2020; and

WHEREAS, the Council will continue to explore and implement strategies to support small
 landlords during the state of emergency; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The City Council ("Council") makes the following legislative findings of fact
 and declarations:

A. In the exercise of the City of Seattle's police powers, the City is granted authority to
 pass regulations designed to protect and promote public peace, health, safety, welfare, and
 prosperity.

B. On January 24, 2020, the Seattle Office of Emergency Management announced that
 the first reported case in Washington and in the United States of novel coronavirus (COVID-19)
 occurred in Snohomish County.

C. On February 28, 2020, Public Health – Seattle and King County announced the first
 King County and United States death due to COVID-19 at Evergreen Hospital in Kirkland,
 Washington.

D. On February 29, 2020, Washington Governor Jay Inslee declared a state of emergency
 in response to new cases of COVID-19, directing state agencies to use all resources necessary to
 prepare for and respond to the outbreak.

E. On March 3, 2020, Mayor Jenny Durkan issued a proclamation of civil emergency in
 response to new cases of COVID-19, authorizing the Mayor to exercise the emergency powers
 necessary for the protection of the public peace, safety, and welfare.

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1 F. On March 11, 2020, Washington Governor Jay Inslee amended his emergency order to
2 prohibit gatherings of 250 people or more for social, spiritual and recreational activities
3 including, but not limited to, community, civic, public, leisure, faith-based, or sporting events;
4 parades; concerts; festivals; conventions; fundraisers; and similar activities.

5 G. On March 13, 2020, Washington Governor Jay Inslee amended his emergency order
6 closing all schools in King, Snohomish, and Pierce Counties through April 24, 2020 to apply
7 statewide.

8 H. On March 13, 2020, the U.S. President declared that the COVID-19 outbreak
9 constituted a national emergency.

10 I. Mayor Durkan signed an emergency order, amended by the Council in Resolution
11 31938 on March 16, 2020, creating a moratorium on residential evictions for non-payment of
12 rent through the earlier of the end of the civil emergency or 60 days after the effective date of the
13 emergency order, prohibiting a landlord from issuing a notice of termination or initiating an
14 eviction action for non-payment of rent or otherwise acting on a termination notice, and creating
15 a defense to a pending eviction action for non-payment of rent that the eviction would occur
16 during the moratorium.

17 J. On March 16, 2020, Washington Governor Jay Inslee mandated the immediate two-
18 week closure of all restaurants, bars, and entertainment and recreational facilities and amended
19 his emergency order to prohibit gatherings of 50 people or more.

20 K. On March 17, 2020, Public Health – Seattle and King County confirmed 518 cases of
21 COVID-19, including 46 deaths, in King County.

22 L. On March 18, 2020, Washington Governor Jay Inslee announced a statewide
23 moratorium on evictions, prohibiting landlords from serving a notice of unlawful detainer for

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1 default payment of rent and issuing a 20-day notice for unlawful detainer, unless the landlord
2 provides an affidavit stating that the action is believed necessary to ensure the health and safety
3 of the tenant or others.

4 M. On March 23, 2020, Governor Inslee announced a “Stay-Home Stay Healthy” order
5 that required that all non-essential businesses be closed and banned all gatherings for two weeks,
6 and on April 2, extended the order until May 4.

7 N. On April 6, 2020, Washington Governor Jay Inslee extended school closures through
8 the end of the 2019-2020 school year and prohibited most forms of in-person instruction through
9 June 19.

10 O. On April 16, 2020, Washington Governor Jay Inslee extended the statewide
11 moratorium on evictions until June 4, 2020 and expanded the order to: include more types of
12 dwelling situations; prohibit enforcement of agreements to vacate; prohibit a landlord from
13 assessing or threatening to assess late fees; prohibit rent where access to the unit was prevented
14 as a result of COVID-19; prohibit increased rent or deposits; and prohibit landlords from treating
15 unpaid rent and charges as enforceable debt unless the landlord demonstrates by a preponderance
16 of the evidence to a court that the resident was offered, and refused or failed to comply with, a
17 reasonable repayment plan that was reasonable based on the individual financial, health, and
18 other circumstances of that resident.

19 P. In light of COVID-19 spreading person-to-person and particularly between people who
20 are in close contact with one another, the Centers for Disease Control and Prevention (CDC) has
21 recommended that: those who are mildly ill self-isolate by staying home, avoiding public areas,
22 and avoiding transportation; sensitive populations avoid people who are sick; and everyone
23 practice self-distancing.

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1 Q. Public Health – Seattle and King County has recommended that people at higher risk
2 of severe illness stay home and away from large groups of people as much as possible. People at
3 higher risk include people: over 60 years of age; with underlying health conditions, including
4 heart disease, lung disease, or diabetes; with weakened immune systems; and who are pregnant.

5 R. Public Health – Seattle and King County has recommended that employers take steps
6 to make it more feasible for their employees to work in ways that minimize close contact with
7 large numbers of people, including maximizing telecommuting options and maximizing
8 flexibility in sick leave benefits for those who are ill or at high risk.

9 S. The Washington State Legislature has declared a state policy to help residents who are
10 experiencing a temporary crisis in retaining stable housing to avoid eviction from their homes, as
11 expressed in Laws of 2019, ch. 356, § 1.

12 T. The September 2018 Seattle Women’s Commission and the King County Bar
13 Association’s report *Losing Home: The Human Cost of Eviction in Seattle* (“Losing Home
14 Report”) found that the most disadvantaged groups face the highest likelihood of eviction.

15 U. The Losing Home report found that most evicted respondents became homeless, with
16 37.5 percent completely unsheltered, 25.0 percent living in a shelter or transitional housing, and
17 25.0 percent staying with family or friends. Only 12.5 percent of evicted respondents found
18 another apartment or home to move into.

19 V. A 2018 investigation by the King County Medical Examiner’s Office (KCMEO)
20 found that over half of 107 presumed homeless deaths investigated occurred outside and
21 attributed approximately 121, or 62 percent, of presumed homeless deaths investigated to non-
22 natural causes (drug overdose, accidents (including hypothermia), suicide, homicide, and

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1 undetermined), making it clear that people experiencing homelessness have a much higher risk
2 than the general population of developing exposure-related conditions.

3 W. Persons with underlying health conditions are at greater risk of fatality if they catch
4 COVID-19, and preventing individuals from becoming higher-risk patients will protect the
5 public health, safety, and welfare of the region.

6 X. The impacts of the emerging public health crisis on the economy, employment, job
7 retention, child care, and businesses may result in: workers being unable to go to work because
8 of illness; the need to care for children home from day care or school or for other family
9 members without paid sick or safe time; and reduced hours due to reduced demand, furlough, or
10 unemployment as businesses struggle during the state of emergency. These risks are
11 compounded especially for workers without paid sick or safe time, those in the “gig economy,”
12 and others without protections that help stabilize income. Historically disadvantaged populations
13 are already at greater risk of eviction. Compounding existing risk with the impacts from the
14 COVID-19 emergency may increase the likelihood of exposure, spread, and contraction of the
15 virus.

16 Y. Providing a defense to eviction for certain causes is necessary as an additional step to
17 protect public health to support stable housing, decrease the likelihood that individuals and
18 families will fall into homelessness, and decrease exposure while the COVID-19 emergency
19 exists.

20 Z. Governor’s Proclamation 20-28 allows certain actions under the Open Public Meetings
21 Act for actions that are 1) necessary and routine; or 2) necessary in response to the COVID-19
22 public health emergency.

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AA. By reason of the findings set out above, this legislation is necessary in response to the COVID-19 public health emergency.

Section 2. Subsection 22.206.160.C of the Seattle Municipal Code, which section was last amended by Ordinance 126041, is amended as follows:

22.206.160 Duties of owners

* * *

C. Just cause eviction

1. Pursuant to provisions of the Washington State Residential Landlord-Tenant Act (RCW 59.18.290), an owner may not evict a residential tenant without a court order, which can be issued by a court only after the tenant has an opportunity in a show cause hearing to contest the eviction (RCW 59.18.380). An owner of a housing unit shall not evict or attempt to evict any tenant, or otherwise terminate or attempt to terminate the tenancy of any tenant, unless the owner can prove in court that just cause exists. Regardless of whether just cause for eviction may exist, an owner may not evict a residential tenant from a rental housing unit if: the unit is not registered with the Seattle Department of Construction and Inspections if required by Section 22.214.040; or if subsections 22.206.160.C.8 or 22.206.160.C.9 provide((s)) the tenant a defense to the eviction.

An owner is in compliance with the registration requirement if the rental housing unit is registered with the Seattle Department of Construction and Inspections before issuing a notice to terminate tenancy. The reasons for termination of tenancy listed below, and no others, shall constitute just cause under this Section 22.206.160:

a. The tenant fails to comply with a 14 day notice to pay rent or vacate pursuant to RCW 59.12.030(3); a ten day notice to comply or vacate pursuant to RCW

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59.12.030(4); or a three day notice to vacate for waste, nuisance (including a drug-related activity nuisance pursuant to chapter 7.43 RCW), or maintenance of an unlawful business or conduct pursuant to RCW 59.12.030(5);

b. The tenant habitually fails to pay rent when due which causes the owner to notify the tenant in writing of late rent four or more times in a 12 month period;

c. The tenant fails to comply with a ten day notice to comply or vacate that requires compliance with a material term of the rental agreement or that requires compliance with a material obligation under chapter 59.18 RCW;

d. The tenant habitually fails to comply with the material terms of the rental agreement which causes the owner to serve a ten day notice to comply or vacate three or more times in a 12 month period;

e. The owner seeks possession so that the owner or a member of the owner's immediate family may occupy the unit as that person's principal residence and no substantially equivalent unit is vacant and available in the same building, and the owner has given the tenant at least 90 days' advance written notice of the date the tenant's possession is to end. The Director may reduce the time required to give notice to no less than 20 days if the Director determines that delaying occupancy will result in a personal hardship to the owner or to the owner's immediate family. Personal hardship may include but is not limited to hardship caused by illness or accident, unemployment, or job relocation. For the purposes of this Section 22.206.160, "Immediate family" includes the owner's domestic partner registered pursuant to Section 1 of Ordinance 117244 or the owner's spouse, parents, grandparents, children, brothers and sisters of the owner, of the owner's spouse, or of the owner's domestic partner. There is a rebuttable presumption of a violation of this subsection 22.206.160.C.1.e if the owner or a

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1 member of the owner's immediate family fails to occupy the unit as that person's principal
2 residence for at least 60 consecutive days during the 90 days immediately after the tenant
3 vacated the unit pursuant to a notice of termination or eviction using this subparagraph as the
4 cause for eviction;

5 f. The owner elects to sell a single-family dwelling unit and gives the
6 tenant at least 90 days' written notice prior to the date set for vacating, which date shall coincide
7 with the end of the term of a rental agreement, or if the agreement is month to month, with the
8 last day of a monthly period. The Director may reduce the time required to give notice to no less
9 than 60 days if the Director determines that providing 90 days' notice will result in a personal
10 hardship to the owner. Personal hardship may include but is not limited to hardship caused by
11 illness or accident, unemployment, or job relocation. For the purposes of this Section
12 22.206.160, an owner "elects to sell" when the owner makes reasonable attempts to sell the
13 dwelling within 30 days after the tenant has vacated, including, at a minimum, listing it for sale
14 at a reasonable price with a realty agency or advertising it for sale at a reasonable price in a
15 newspaper of general circulation. There shall be a rebuttable presumption that the owner did not
16 intend to sell the unit if:

17 1) Within 30 days after the tenant has vacated, the owner does not
18 list the single-family dwelling unit for sale at a reasonable price with a realty agency or advertise
19 it for sale at a reasonable price in a newspaper of general circulation, or

20 2) Within 90 days after the date the tenant vacated or the date the
21 property was listed for sale, whichever is later, the owner withdraws the rental unit from the
22 market, rents the unit to someone other than the former tenant, or otherwise indicates that the
23 owner does not intend to sell the unit;

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1 g. The tenant's occupancy is conditioned upon employment on the
2 property and the employment relationship is terminated;

3 h. The owner seeks to do substantial rehabilitation in the building;
4 provided that, the owner must obtain a tenant relocation license if required by Chapter 22.210
5 and at least one permit necessary for the rehabilitation, other than a Master Use Permit, before
6 terminating the tenancy;

7 i. The owner (i) elects to demolish the building, convert it to a cooperative,
8 or convert it to a nonresidential use; provided that, the owner must obtain a tenant relocation
9 license if required by Chapter 22.210 and a permit necessary to demolish or change the use
10 before terminating any tenancy, or (ii) converts the building to a condominium provided the
11 owner complies with the provisions of Sections 22.903.030 and 22.903.035;

12 j. The owner seeks to discontinue use of a housing unit unauthorized by
13 Title 23 after receipt of a notice of violation. The owner is required to pay relocation assistance
14 to the tenant(s) of each such unit at least two weeks prior to the date set for termination of the
15 tenancy, at the rate of:

16 1) \$2,000 for a tenant household with an income during the past 12
17 months at or below 50 percent of the County median income, or

18 2) Two months' rent for a tenant household with an income during
19 the past 12 months above 50 percent of the County median income;

20 k. The owner seeks to reduce the number of individuals residing in a
21 dwelling unit to comply with the maximum limit of individuals allowed to occupy one dwelling
22 unit, as required by Title 23, and:

23 1)

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1 a) The number of such individuals was more than is lawful
2 under the current version of Title 23 but was lawful under Title 23 or Title 24 on August 10,
3 1994;

4 b) That number has not increased with the knowledge or
5 consent of the owner at any time after August 10, 1994; and

6 c) The owner is either unwilling or unable to obtain a
7 permit to allow the unit with that number of residents.

8 2) The owner has served the tenants with a 30 day notice,
9 informing the tenants that the number of tenants exceeds the legal limit and must be reduced to
10 the legal limit,

11 3) After expiration of the 30 day notice, the owner has served the
12 tenants with and the tenants have failed to comply with a ten day notice to comply with the limit
13 on the number of occupants or vacate, and

14 4) If there is more than one rental agreement for the unit, the owner
15 may choose which agreements to terminate; provided that, the owner may either terminate no
16 more than the minimum number of rental agreements necessary to comply with the legal limit on
17 the number of occupants, or, at the owner's option, terminate only those agreements involving
18 the minimum number of occupants necessary to comply with the legal limit;

19 1.

20 1) The owner seeks to reduce the number of individuals who reside
21 in one dwelling unit to comply with the legal limit after receipt of a notice of violation of the
22 Title 23 restriction on the number of individuals allowed to reside in a dwelling unit, and:

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1 a) The owner has served the tenants with a 30 day notice,
2 informing the tenants that the number of tenants exceeds the legal limit and must be reduced to
3 the legal limit; provided that no 30 day notice is required if the number of tenants was increased
4 above the legal limit without the knowledge or consent of the owner;

5 b) After expiration of the 30 day notice required by
6 subsection 22.206.160.1.1.a, or at any time after receipt of the notice of violation if no 30 day
7 notice is required pursuant to subsection 22.206.160.1.1.a, the owner has served the tenants with
8 and the tenants have failed to comply with a ten day notice to comply with the maximum legal
9 limit on the number of occupants or vacate; and

10 c) If there is more than one rental agreement for the unit,
11 the owner may choose which agreements to terminate; provided that the owner may either
12 terminate no more than the minimum number of rental agreements necessary to comply with the
13 legal limit on the number of occupants, or, at the option of the owner, terminate only those
14 agreements involving the minimum number of occupants necessary to comply with the legal
15 limit.

16 2) For any violation of the maximum legal limit on the number of
17 individuals allowed to reside in a unit that occurred with the knowledge or consent of the owner,
18 the owner is required to pay relocation assistance to the tenant(s) of each such unit at least two
19 weeks prior to the date set for termination of the tenancy, at the rate of:

20 a) \$2,000 for a tenant household with an income during the
21 past 12 months at or below 50 percent of the county median income, or

22 b) Two months' rent for a tenant household with an income
23 during the past 12 months above 50 percent of the county median income;

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1 m. The owner seeks to discontinue use of an accessory dwelling unit for
2 which a permit has been obtained pursuant to Sections 23.44.041 and 23.45.545 after receipt of a
3 notice of violation of the development standards provided in those sections. The owner is
4 required to pay relocation assistance to the tenant household residing in such a unit at least two
5 weeks prior to the date set for termination of the tenancy, at the rate of:

6 1) \$2,000 for a tenant household with an income during the past 12
7 months at or below 50 percent of the county median income, or

8 2) Two months' rent for a tenant household with an income during
9 the past 12 months above 50 percent of the county median income;

10 n. An emergency order requiring that the housing unit be vacated and
11 closed has been issued pursuant to Section 22.206.260 and the emergency conditions identified
12 in the order have not been corrected;

13 o. The owner seeks to discontinue sharing with a tenant of the owner's
14 own housing unit, i.e., the unit in which the owner resides, seeks to terminate the tenancy of a
15 tenant of an accessory dwelling unit authorized pursuant to Sections 23.44.041 and 23.45.545
16 that is accessory to the housing unit in which the owner resides, or seeks to terminate the tenancy
17 of a tenant in a single-family dwelling unit and the owner resides in an accessory dwelling unit
18 on the same lot. This subsection 22.206.160.C.1.o does not apply if the owner has received a
19 notice of violation of the development standards of Section 23.44.041. If the owner has received
20 such a notice of violation, subsection 22.206.160.C.1.m applies;

21 p. A tenant, or with the consent of the tenant, the tenant's subtenant,
22 sublessee, resident, or guest, has engaged in criminal activity on the premises, or on the property
23 or public right-of-way abutting the premises, and the owner has specified in the notice of

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1 termination the crime alleged to have been committed and the general facts supporting the
2 allegation, and has assured that the Seattle Department of Construction and Inspections has
3 recorded receipt of a copy of the notice of termination. For purposes of this subsection
4 22.206.160.C.1.p, a person has "engaged in criminal activity" if the person:

5 1) Engages in drug-related activity that would constitute a
6 violation of chapters 69.41, 69.50, or 69.52 RCW, or

7 2) Engages in activity that is a crime under the laws of this state,
8 but only if the activity substantially affects the health or safety of other tenants or the owner.

9 2. Any rental agreement provision which waives or purports to waive any right,
10 benefit or entitlement created by this subsection 22.206.160.C shall be deemed void and of no
11 lawful force or effect.

12 3. With any termination notices required by law, owners terminating any tenancy
13 protected by this Section 22.206.160 shall advise the affected tenant or tenants in writing of the
14 reasons for the termination and the facts in support of those reasons.

15 4. If a tenant who has received a notice of termination of tenancy claiming
16 subsection 22.206.160.C.1.e, 22.206.160.C.1.f, or 22.206.160.C.1.m as the ground for
17 termination believes that the owner does not intend to carry out the stated reason for eviction and
18 makes a complaint to the Director, then the owner must, within ten days of being notified by the
19 Director of the complaint, complete and file with the Director a certification stating the owner's
20 intent to carry out the stated reason for the eviction. The failure of the owner to complete and file
21 such a certification after a complaint by the tenant shall be a defense for the tenant in an eviction
22 action based on this ground.

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5. In any action commenced to evict or to otherwise terminate the tenancy of any tenant, it shall be a defense to the action that there was no just cause for such eviction or termination as provided in this Section 22.206.160.

6. It shall be a violation of this Section 22.206.160 for any owner to evict or attempt to evict any tenant or otherwise terminate or attempt to terminate the tenancy of any tenant using a notice that references subsections 22.206.160.C.1.e, 22.206.160.C.1.f, 22.206.160.C.1.h, 22.206.160.C.1.k, 22.206.160.C.1.l, or 22.206.160.C.1.m as grounds for eviction or termination of tenancy without fulfilling or carrying out the stated reason for or condition justifying the termination of such tenancy.

7. An owner who evicts or attempts to evict a tenant or who terminates or attempts to terminate the tenancy of a tenant using a notice which references subsections 22.206.160.C.1.e, 22.206.160.C.1.f or 22.206.160.C.1.h as the ground for eviction or termination of tenancy without fulfilling or carrying out the stated reason for or condition justifying the termination of such tenancy shall be liable to such tenant in a private right for action for damages up to \$2,000, costs of suit, or arbitration and reasonable attorney's fees.

8. Except as provided in subsection 22.206.160.C.8.d, it is a defense to eviction if:

a. The eviction would result in the tenant having to vacate the housing unit at any time between December 1 and March 1; and

b. The tenant household is a moderate-income household as defined in Section 23.84A.016; and

c. The housing unit that the tenant would have to vacate is owned by a person who owns more than four rental housing units in The City of Seattle. For purposes of this subsection 22.206.160.C.8.c, "owns" includes having an ownership interest in the housing units.

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1 d. If the reason for termination of the tenancy is due to conditions
2 described in subsections 22.206.160.C.1.e, 22.206.160.C.1.f provided that the tenant was
3 provided at least 90 days' written notice prior to the date set for vacating the unit,
4 22.206.160.C.1.j, 22.206.160.C.1.k, 22.206.160.C.1.m, 22.206.160.C.1.n, 22.206.160.C.1.o, or
5 22.206.160.C.1.p, or if the reason for termination is due to the tenant's failure to comply with a
6 three day or ten day notice to vacate for a drug-related activity nuisance pursuant to chapter 7.43
7 RCW or maintenance of an unlawful business or conduct pursuant to RCW 59.12.030(5) or
8 because the tenant's conduct has a substantial detrimental impact on, or constitutes an imminent
9 threat to, the health or safety of other tenants in the rental building or the owner, the eviction may
10 occur as otherwise allowed by law.

11 e. A rent mitigation fund is created to provide funds to eligible low-
12 income tenant households at risk of residential eviction during the period described in subsection
13 22.206.160.C.8, if other sources of funds are not available to assist the tenant, or to provide
14 financial assistance to a non-profit corporation or other housing provider that cannot evict a
15 tenant from a rental housing unit during the period described in subsection 22.206.160.C.8
16 because the unit is subject to restrictions on tenant incomes or rent as a condition of that
17 assistance.

18 1) Tenant eligibility. To be eligible to receive funds, (1) the reason
19 for termination must include nonpayment of rent; and (2) the tenant household must be a low-
20 income household as defined in Section 23.84A.016; and (3) the tenant must demonstrate that the
21 tenant does not have the financial resources to avoid eviction; and (4) the tenant must request
22 mitigation funds on or before the date a writ of restitution is executed.

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2) Housing provider eligibility. To be eligible to receive funds the housing provider shall (1) demonstrate that an eviction was delayed during this period because the tenant raised the defense described in subsection 22.206.160.C.8; and (2) demonstrate that the tenant does not have financial resources available to pay rent during the period described in subsection 22.206.160.C.8; and (3) demonstrate that the tenant resides in a unit that is subject to restrictions on tenant incomes or rent; and (4) sign an agreement stating that the housing provider will not report the tenant's delinquency on rent payment to credit reporting agencies.

3) The Director shall have rulemaking authority to administer the fund. This authority includes the ability to have the fund administered by a public or private organization having experience administering or capable of administering similar tenant assistance programs. If by rule the Director determines that payments shall be made directly to a landlord, the landlord shall sign an agreement with the Director prior to payment stating that the landlord will not report the tenant's delinquent rent payment to credit reporting agencies.

4) The availability of funds is subject to the existence of budget appropriations for that purpose. A request for funding shall be denied if insufficient funds are available. The City is not civilly or criminally liable for failure to provide funding and no penalty or cause of action may be brought against the City resulting from the provision or lack of provision of funds.

5) When a landlord issues a notice to terminate tenancy due to nonpayment of rent, the notice must contain information to the tenant about how to access the tenant mitigation fund. The landlord is not required to provide this information if insufficient funds have been appropriated by the City Council to provide the funds for mitigation. The

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information for the notice shall be adopted by the Seattle Department of Construction and Inspections by rule.

9.

a. Subject to the requirements of subsection 22.206.160.C.9.b, it is a defense to eviction if the eviction would result in the tenant having to vacate the housing unit within six months after the termination of the Mayor's eviction moratorium, and if the reason for terminating the tenancy is:

1) The tenant fails to comply with a 14-day notice to pay rent or vacate pursuant to RCW 59.12.030(3) for rent due during , or within six months after the termination of, the Mayor's residential eviction moratorium; or

2) The tenant habitually fails to pay rent resulting in four or more pay-or-vacate notices in a 12-month period.

For purposes of this subsection 22.206.160.C.9, "termination of the Mayor's residential eviction moratorium" means termination of subsection 1.C (creating a defense to a pending eviction action) of the moratorium on residential evictions ordered by the Mayor's civil emergency order, as amended by the Council in Resolution 31938 on March 16, 2020.

b. The tenant may invoke the defense provided in subsection 22.206.160.C.9.a only if the tenant has submitted a declaration or self-certification asserting the tenant has suffered a financial hardship and is therefore unable to pay rent.

b. If a landlord issues a notice to terminate a tenancy due to a reason listed in subsections 22.206.160.C.9.a.1-2, and if the landlord issues that notice within six months after the termination of the Mayor's residential eviction moratorium, the notice must contain the

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1 following statement: “If you cannot pay rent, during or within 6 months after the end of the
2 Mayor’s moratorium on evictions, your inability to pay is a defense to eviction that you may
3 raise in court.” It is a defense to eviction if the notice does not contain that statement.

4 d. An award of attorneys’ fees and statutory court costs to a landlord
5 arising from an eviction proceeding arising from a notice to terminate a tenancy due to a reason
6 listed in subsections 22.206.160.C.9.a.1-2 is prohibited unless otherwise allowed by law.

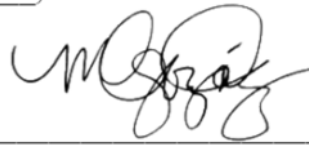
7 Section 3. Based on the findings of fact set forth in Section 1 of this ordinance, the
8 Council finds and declares that this ordinance is a public emergency ordinance, which shall take
9 effect immediately and is necessary for the protection of the public health, safety, and welfare.

10 Section 4. The provisions of this ordinance are declared to be separate and severable. If
11 any clause, sentence, paragraph, subdivision, section, subsection, or portion of this ordinance, or
12 the application thereof to any landlord, prospective occupant, tenant, person, or circumstance, is
13 held to be invalid, it shall not affect the validity of the remainder of this ordinance, or the validity
14 of its application to other persons or circumstances.

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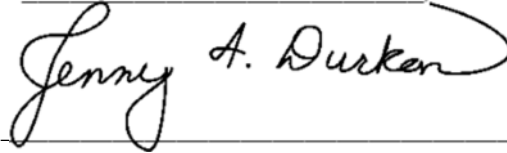
Section 5. By reason of the findings set out in Section 1, and the emergency that is hereby declared to exist, this ordinance shall become effective immediately upon its passage by a 3/4 vote of the Council and its approval by the Mayor, as provided by Article 4, subsection 1.1 of the Charter of the City.

Passed by a 3/4 vote of all the members of the City Council the 4th day of May, 2020, and signed by me in open session in authentication of its passage this 4th day of May, 2020.



President _____ of the City Council

Approved by me this 6th day of May, 2020.



Jenny A. Durkan, Mayor

Filed by me this 6th day of May, 2020.



Monica Martinez Simmons, City Clerk

(Seal)